

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
PO Box 47338  
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

**Document Title: Emergency Permit and Right of Entry for Highway and Construction Purposes**

**Reference Number of Related Document:**

**Grantor(s):**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description:**

**Additional Legal Description is on Page of Document**

**Assessor's Tax Parcel Number:**

**EMERGENCY PERMIT AND RIGHT OF ENTRY FOR HIGHWAY AND  
CONSTRUCTION PURPOSES**

State Route

hereinafter referred to as Grantor, for and in consideration of FIVE HUNDRED AND NO/100 (\$500.00) Dollars, which amount is to be deducted from the final amount of just compensation as referenced below, does hereby grant unto the **State of Washington, Department of Transportation**, hereinafter referred to as the Grantee, the exclusive right, permit, license and lease to use and occupy the hereinafter described lands at any and all times from the date hereof, for the purpose of constructing, maintaining and operating the above-referenced highway, and operating all necessary machinery and equipment thereon, said lands being situate in County, State of Washington, and described as follows:

For legal description and additional conditions

See Exhibit A attached hereto and made a part hereof

The Grantor herein grants to the Grantee, or its agents and assigns, the right to enter upon the grantor's land where necessary to construct, operate or maintain said highway.

**EMERGENCY PERMIT & RIGHT OF ENTRY**

Grantee, its successors or assigns, will protect, save and hold harmless the Grantor, his authorized agents and employees, against all claims, actions, costs, damages or expenses of any nature whatsoever, arising by reason of the negligent acts or omissions of the Grantee, its assigns, agents, contractors, licensees, invitees, employees arising out of or in connection with acts or activities authorized by this Permit. The Grantee further agrees to defend the Grantor, his agents or employees in litigation arising out of the negligent acts or omission of the grantee in connection with acts or activities authorized by this Permit. This obligation shall not include such claims, costs, damages or expenses, including payment of any costs or attorney's fees resulting from any claim(s) or action(s) commenced, which may be caused by the negligence of the Grantor of his authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, his agents or employees and (b) the Grantee, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents or employees.

It is further understood and agreed that the Grantee will initiate negotiations with Grantor for monetary consideration for the lands and or property rights to be acquired for the construction, operation and maintenance of the aforementioned highway. Also, that the Grantor does not waive, in any manner, the right to just compensation for any or all of the property rights to be acquired. The Grantee agrees that a valid Offer of Just Compensation be tendered in a prompt manner by no later than . If an impasse in negotiation arises, then the Grantee will request by initiation of an Eminent Domain proceeding. If the Grantee and the Grantor are not able to negotiate a settlement for the property necessary for the highway project, then the compensation issue shall be resolved by said Eminent Domain proceeding and the payment of Just Compensation, pursuant to the terms of a final Judgment and Decree of Appropriation. In that event, the Grantor agrees to stipulate to the entry of an Order Adjudicating Public Use and Necessity and a Statutory Possession and Use Agreement.

It is understood and agreed that the delivery of this Permit and Right of Entry for Highway Construction Purposes is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Dated \_\_\_\_\_, 200\_\_

## EMERGENCY PERMIT & RIGHT OF ENTRY

Name

\_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Gerald L. Gallinger  
Director, Real Estate Services

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Assistant Attorney General

Acknowledgment

**EMERGENCY PERMIT & RIGHT OF ENTRY**

**EXHIBIT A**

Grantor's Initials